



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 26, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF A NOTICE OF GRANT AWARD FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION FOR JUVENILE OFFENDER TREATMENT SERVICES AND THREE SOLE SOURCE ALCOHOL AND DRUG SERVICES AGREEMENTS
(All District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to accept a Notice of Grant Award (NGA) No. 1H79TI14030-01, Exhibit I, from the Substance Abuse and Mental Health Services Administration (SAMHSA), in the amount of \$400,000, to provide alcohol and drug outpatient treatment services for juvenile drug offenders, for the period of September 30, 2002 through September 29, 2003.
2. Approve and authorize the Director of Health Services, or his designee, to enter into two sole source alcohol and drug services agreements, substantially similar to Exhibit II, with California Hispanic Commission on Alcohol and Drug Abuse, Inc. (Cal Hispanics), and Tarzana Treatment Center (Tarzana), for the provision of outpatient treatment services for juvenile drug offenders, and one sole source agreement, substantially similar to Exhibit III with the Center of Applied Local Research (CAL Research) for evaluation services, effective on the date of Board approval through September 29, 2003, with provisions for two one-year automatic renewals through September 29, 2005, contingent upon additional SAMHSA funds. The project period of the SAMHSA Grant Award is September 30, 2002 through September 29, 2005 with a total program cost of \$1,200,000 for the three year period.
3. Delegate authority to the Director of Health Services or his designee, to accept subsequent NGAs substantially similar to No. 1H79TI14030-01, in an amount not exceed \$400,000, subject to review and approval by County Counsel and notification of Board offices.
4. Delegate authority to the Director of Health Services, or his designee, to execute amendments to NGA No. 1H79TI14030-01, to extend the term or accept future funds which do not exceed 25% of the base award, subject to review and approval by County Counsel, and notification of Board offices.
5. Authorize and delegate authority to the Director of Health Services, or his designee, authority to increase or decrease the three agreements as described hereinabove, up to 25% of the contracts' maximum obligation based on each agency's performance and/or availability of funds during the term of the agreement, and upon review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these recommended actions, the Board is authorizing and delegating authority to the Director of Health Services or his designee to:

- accept SAMHSA NGA No. 1H79TI14030-01, in the amount of \$400,000, to provide alcohol and drug outpatient treatment services for juvenile drug offenders, effective September 30, 2002 through September 29, 2003.
- enter into two sole source alcohol and drug services agreements, with Cal Hispanics and Tarzana, for the provision of outpatient treatment services for juvenile drug offenders, and one sole source agreement with the Center of Applied Local Research for evaluation services, effective on the date of Board approval through September 29, 2003.
- accept subsequent NGAs substantially similar to No. 1H79TI14030-01, in an amount not to exceed \$400,000, subject to review and approval by County Counsel and notification of Board offices.
- execute amendments to NGA No. 1H79TI14030-01, to extend the term or accept future funds which do not exceed 25% of the base award, subject to review and approval by County Counsel and notification of Board offices.
- authorize and delegate authority to the Director of Health Services, or his designee, authority to increase or decrease the three agreements as described hereinabove, up to 25% of the contracts' maximum obligation based on each agency's performance and/or availability of funds during the term of the agreement, and upon review and approval by County Counsel.

In order to expand the availability of substance abuse treatment services to meet the increasing needs of adolescents with substance abuse problems in the juvenile justice system, ADPA, at the request of Michael Nash, Presiding Judge of the Juvenile Court, in conjunction with representatives of the Countywide Criminal Justice Coordination Committee, District Attorney, Public Defender, and Chief Probation Officer, collaborated on the development and implementation of the juvenile offender substance abuse treatment pilot project. The goal of the project was to utilize the current ADPA contracted juvenile drug court programs as a means to expand and enhance the quality of substance abuse treatment services for adolescents countywide. Through this collaborative effort, ADPA subsequently submitted a proposal in response to SAMHSA's *Grant Program for Treatment Drug Courts*.

Due to the competitive nature of the SAMHSA grant, Los Angeles County developed a program utilizing the services of three agencies known countywide and statewide for their leadership and expertise in the provision of juvenile drug court program services. Both the California Hispanic Commission on Alcohol and Drug Abuse, Inc. and Tarzana Treatment Center, Inc. have over 25 years experience in providing non-residential and residential treatment services for juvenile offenders. Since 1987, The Center for Applied Local Research (C.A.L. Research) has been evaluating treatment programs throughout the State, including SAMHSA grant awarded programs within other counties.

SAMHSA selected ADPA for a grant award in September, 2002, due to the demonstrated experience of these three agencies to implement the three year pilot project.

Since 1998, ADPA has completed two competitive solicitations for the establishment of Juvenile Drug Court Programs. The two programs are the Sylmar Juvenile Drug Court and the Eastlake Juvenile Drug Court.

Tarzana Treatment Center, Inc. was selected by the Sylmar Juvenile Drug Court Steering Committee to provide the drug court treatment services. The committee was composed of: Presiding Judge Michael Nash, the Los Angeles Superior Court Juvenile Division; Juvenile Court Commissioner Robert Totten; and individuals representing the Chief Probation Officer, District Attorney, and Public Defender. The Steering Committee chose this agency for the following reasons: 1) Tarzana Treatment Center has over 25 years experience in providing non-residential and residential alcohol and drug treatment services to

the community; 2) The agency is licensed and certified by the California Department of Alcohol and Drug Programs and it has received its accreditation through the Joint Commission on Accreditation of Healthcare Organizations; 3) The treatment services take into account the cultural and linguistic needs of the adolescent, and the cognitive, developmental, and psychological factors that contribute to adolescent substance abuse and criminal activities; and 4) Tarzana Treatment Center, Inc. can provide Sylmar Juvenile Drug Court Program participants with access to health and mental health services.

California Hispanic Commission on Alcohol and Drug Abuse, Inc. was selected by the Eastlake Juvenile Drug Court Steering Committee. The committee was composed of Judge Rudolph Diaz and individuals representing the Chief Probation Officer, District Attorney, and Public Defender. The Steering Committee chose this agency for the following reasons: 1) California Hispanic Commission on Alcohol and Drug Abuse, Inc. has over 25 years experience in providing drug education and treatment for at-risk delinquent adolescents and their families; 2) The agency has the capacity to provide both residential and non-residential treatment services; and 3) The agency's non-residential services will include mentoring programs, tutoring, adolescent leadership events, and cultural and recreational activities.

C.A.L. Research is uniquely qualified to evaluate the County's juvenile offender treatment programs. C.A.L. Research has conducted an extensive evaluation of County Drug Courts (May, 2000). This study evaluated the four initial Los Angeles County Drug Courts for effectiveness in terms of program completion, recidivism, and an analysis of treatment costs. The agency also contributed to Public Health Director Dr. Jonathan E. Fielding's article in the *Journal of Substance Abuse Treatment* (May, 2002) on the Los Angeles County Drug Court Programs. C.A.L. Research has evaluated Marin, Merced, Plumas, and Stanislaus Counties' juvenile drug courts for compliance with federal grant requirements. Since June 1987, the agency has been providing program evaluation services throughout California with special emphases on evaluating federal grant projects.

For ADPA's SAMHSA grant, a Request for Proposals process was not conducted for selecting providers. The C.A.L. Research, the California Hispanic Commission on Alcohol and Drug Abuse, Inc., and Tarzana Treatment Center, Inc. were selected based on their unique combined specialized expertise in implementing and evaluating treatment services for adolescents in the Los Angeles County juvenile justice system. The California Hispanic Commission on Alcohol and Drug Abuse, Inc. and Tarzana Treatment Center, Inc. are the only ADPA contracted agencies that currently provide juvenile drug court treatment services. The judicial officers at both juvenile drug court programs also agreed to have their courts serve as sites for implementing the SAMHSA grant project. Through its past and current relationship with the County, C.A.L. Research has demonstrated its specialized expertise and capability to evaluate drug court programs.

Board approval of the recommended actions will enable the Department of Health Services (Department or DHS), to ensure that juvenile offender treatment services will be provided to adolescents in Los Angeles County.

DHS received notification of the grant award on October 10, 2002, however, it was not placed on the Board agenda in a timely manner due to lengthy programmatic issues that the Department had to resolve.

FISCAL IMPACT/FINANCING:

The NGA is in the amount of \$400,000, for the budget period of September 30, 2002 through September 29, 2003, with provisions for two one-year automatic renewals through September 29, 2005, contingent upon additional SAMHSA funds. The project period for the SAMHSA Grant Award is September 30, 2002 through September 29, 2005. Estimated distribution of remaining project period funding is contingent upon SAMHSA approval for September 30, 2003 through September 29, 2005, is shown below. This Project is 100% offset by Federal SAMHSA.

Funding is allocated by fiscal year, however, the project period of the SAMHSA NGA is on a Federal Calendar Year (September 2003 through September 2005) with a total program cost of \$1,200,000 for the duration of the three year period. Any unused funds for FY 2002-03 will be rollover to the next term.

Funding is included in the FY 2003-04 Proposed Budget. Adjustments to increase funding for the rollover amount of \$150,000 will be included in the Supplemental Resolution phase of the Budget process. There are no net County cost associated with this action.

SAMHSA funding allocations are as follows:

	<u>*FY2003-04</u>	<u>*FY2004-05</u>	<u>*FY2005-06</u>	<u>TOTAL</u>
Grant Award Amounts	\$550,000	\$550,000	\$100,000	\$1,200,000
ADPA, Adm. Costs (10%)	55,000	55,000	10,000	120,000
Cal Hispanic	206,250	206,250	37,500	450,000
Tarzana	206,250	206,250	37,500	450,000
CAL Research	82,500	82,500	15,000	180,000
Net County Costs	\$ 0	\$ 0	\$ 0	\$ 0

*Funding for FY 2003-04 and FY 2004-05 includes a carryover of \$150,000 for FY 2003-04 and FY 2004-05.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 14, 2002, the Department's ADPA, in conjunction with the Presiding Judge of the Juvenile Court, met to discuss the juvenile offender treatment project and agreed to submit a response to a SAMHSA grant application for Treatment Drug Courts.

On May 23, 2002, ADPA, in conjunction with the Presiding Judge of the Juvenile Court, and individuals representing the Countywide Criminal Justice Coordination Committee, District Attorney, Public Defender, and Chief Probation Officer agreed to collaborate on the development and implementation of the juvenile offender treatment project.

On June 18, 2002, ADPA submitted a application for Federal assistance to SAMHSA.

On October 10, 2002, ADPA received the Notice of Grant Award in the amount of \$400,000 from SAMSHA .

The Department's ADPA is entering into two sole source agreements with Cal Hispanics and Tarzana, to provide outpatient treatment services for juvenile drug offenders referred from the County juvenile courts and one sole source agreement with CAL Research to evaluate the program as required by SAMHSA.

The Department's System Redesign will not impact this action since the program is entirely Federal funded.

Attachment A provides additional information.

Attachment B is the Grant Management Statement which the Board instructed all County departments to include in all Board letters for grant awards exceeding \$100,000.

Exhibits I , II , and III have all been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

These agencies were selected based on their unique combined specialized expertise in implementing and evaluating treatment services for adolescents in the Los Angeles County juvenile justice system. For this reason, advertisement on the Los Angeles County Online Web Site as a contracting opportunity was not appropriate.

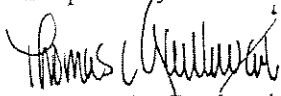
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Substance Abuse Prevention and Treatment Block Grant funds are being used for outpatient treatment, program evaluation and other purposes consistent with federal law which requires funds to be used for planning, carrying out, and evaluating activities to prevent substance abuse.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:rb

Attachments (6)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD2797.RB

SUMMARY OF GRANT AWARD AND AGREEMENT

1. TYPE OF SERVICES:

Outpatient treatment services for juvenile offenders within Los Angeles County at ADPA contracted treatment agencies and program evaluation services through one research organization.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

A. Substance Abuse and Mental Health Services Administration
Parklawn Building, Room 17-89
5600 Fishers Lane
Rockville, Maryland 20857
Attention: Bruce Fry, Federal Project Officer
Telephone: (301) 443-1714/FAX: (301) 443-3543

SUBCONTRACTORS:

California Hispanic Commission on Alcohol and Drug Abuse, Inc. 2101 Capitol Avenue Sacramento, California 95816 Attention: James Z. Hernandez, Executive Director Telephone: (916) 443-5473/FAX: (916) 443-1732	Tarzana Treatment Center, Inc. 18646 Oxnard Street Tarzana, California 91356 Attention: Albert M. Senella, CEO Telephone: (818) 996-1051/ FAX (818) 345-3778
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Center for Applied Local Research
5200 Huntington Avenue, Suite 200
Richmond, California 94804
Attention: Thomas L. Foster, President
Telephone: (818) 996-1051/FAX: (818) 345-3778

3. TERM:

The term of the NGA for the three agencies is date of Board approval through September 29, 2003, with provisions for two one year automatic renewals, contingent on availability of SAMHSA funds.

Budget period September 30, 2003 through September 29, 2003.7
Project period September 29, 2002 through September 29, 2005

4. FINANCIAL INFORMATION:

The NGA is in the amount of \$400,000, for the budget period of September 30, 2002 through September 29, 2003, with provisions for two one year automatic renewals through September 29, 2005, contingent upon additional SAMHSA funds. The project period for the SAMHSA Grant Award is September 30, 2002 through September 29, 2005. Estimate distribution of remaining project period funding contingent upon SAMHSA approval for September 30, 2003 to September 29, 2005 is shown below. The project is 100% offset by Federal SAMHSA funds.

Funding is allocated by fiscal year, however, the project period of the SAMHSA NGA is on a Federal Calendar Year (September 2003 through September 2005), with a total program cost of \$1,200,000 for the duration of the three year period. Any unused funds for FY 2002-03 will be rollover to the next term.

Funding is included in the FY 2003-04 Proposed Budget. Adjustments to increase funding for the rollover amount of \$150,000 will be included in the Supplemental Resolution phase of the Budget process. There are no net County costs associated with this action.
SAMHSA funding allocations are as follows:

	<u>*FY2003-04</u>	<u>*FY2004-05</u>	<u>*FY2005-06</u>	<u>TOTAL</u>
Grant Award Amounts	\$550,000	\$550,000	\$100,000	\$1,200,000
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Tarzana	206,250	206,250	37,500	450,000
CAL Research	82,500	82,500	15,000	180,000
Net County Costs	\$ 0	\$ 0	\$ 0	\$ 0

*Funding for Fiscal Year(FY) 2003-04 and FY 2004-05 includes carryover of \$150,000 for FY2003-04 and FY 2004-05.

5. GEOGRAPHIC AREA SERVED:

All Districts

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration (ADPA)

7. APPROVALS:

Public Health:

John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division:

Riley J. Austin, Acting Chief

County Counsel (as to form):

Robert E. Ragland, Senior Deputy County Counsel

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description

Los Angeles County Youth Treatment Services - This is a three year pilot program designed to enhance and expand the quality and availability of alcohol and drug treatment services for young people. An innovative model of cost-effective alcohol and drug treatment that can be applied to juvenile courts in Los Angeles will be developed and implemented.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
Dept. Health & Human Serv.	1 H 79 TI 14030-01	

Total Amount of Grant	\$400,000	County Match Requirements	0
Grant Period: 1 year	Begin Date: 09/30/02	End Date:	09/29/03
Number of Personnel Hired Under this Grant: 0	Full Time 0	Part	0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program?	Yes	x	No	
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	x	No	
Is the County obligated to continue this program after the grant expires	Yes		No	x
If the County is not obligated to continue this program after the grant expires, the Department will:				
a). Absorb the program cost without reducing other services	Yes		No	x
b). Identify other revenue sources	Yes		No	x
(Describe)				
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	x	No	

Impact of additional personnel on existing space: None

Other requirements not mentioned above None

Department Head

Date 6/26/03

1. DATE ISSUED (Mo./Day/Yr.) 09/21/2002 2. CFDA NO 93.243

3. SUPERSEDES AWARD NOTICE dated / / except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.

4. GRANT NO. 1 H79 TI14030-01 5. ADMINISTRATIVE CODES TI-H79 / AJF-DC

Formerly:

6. PROJECT PERIOD Mo./Day/Yr. Mo./Day/Yr.
From 09/30/2002 Through 09/29/2005

7. BUDGET PERIOD Mo./Day/Yr. Mo./Day/Yr.
From 09/30/2002 Through 09/29/2003

EXHIBIT I
DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION

NOTICE OF GRANT AWARD

AUTHORIZATION (Legislation/Regulation)
Section 509 of the PHS Act,
as amended, and subject to the
availability of funds

8. TITLE OF PROJECT (OR PROGRAM) (Limit to 56 spaces)
Los Angeles County Youth Treatment Services

9. GRANTEE NAME AND ADDRESS
a. Los Angeles Cty Dept of Hlth Ser
b. Bldg A9-East, 3rd Floor
c. 1000 South Fremont Ave
d. Alhambra CA 91803

10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) (LAST NAME FIRST AND ADDRESS)
Ogawa, Patrick
Los Angeles Co Alcohol/Drug Prog
1000 S Fremont Ave Bldg A9E, 3F
Alhambra, Ca 91803

11. APPROVED BUDGET (Excludes PHS Direct Assistance)

I PHS Grant Funds Only

II Total project costs including grant funds and all other financial participation (Select one and place NUMERAL in box.) I

a. Salaries and Wages	\$	0
b. Fringe Benefits	\$	0
c. Total Personnel Costs	\$	0
d. Consultant Costs		0
e. Equipment		0
f. Supplies		0
g. Travel		0
h. Patient Care - Inpatient		0
i. Outpatient		0
j. Alterations and Renovations		0
k. Other		40,000
l. Consortium/Contractual Costs		360,000
m. Trainee Related Expenses		0
n. Trainee Stipends		0
o. Trainee Tuition and Fees		0
p. Trainee Travel		0
q. TOTAL DIRECT COSTS	\$	400,000
r. INDIRECT COSTS (Rate .00 % of SAWTADG)	\$	0
s. TOTAL APPROVED BUDGET	\$	400,000
t. SBIR Fee	\$	
u. Federal Share	\$	400,000
v. Non-Federal Share	\$	0

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

a. Amount of PHS Financial Assistance (from item 11u)	\$	400,000
b. Less Unobligated Balance From Prior Budget Periods	\$	0
c. Less Cumulative Prior Award(s) This Budget Period	\$	0
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	400,000

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT)

YEAR	TOTAL COSTS (DIRECT and INDIRECT)	YEAR	TOTAL COSTS (DIRECT and INDIRECT)
a. 02	400,000	d.	
b. 03	400,000	e.	
c.	N/A	f.	

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH):

a. Amount of PHS Direct Assistance	\$
b. Less Unobligated Balance From Prior Budget Periods	\$
c. Less Cumulative Prior Award(s) This Budget Period	\$
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$ N/A

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: (Select One and Place LETTER in box.)

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add/Deduct Option)
e. OTHER (See REMARKS)

B

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above.
c. The award notice including terms and conditions, if any, noted below under REMARKS.
d. PHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period.
e. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached - ☒ Yes ☐ No)

Recommended future support (Line 13) reflects Total Cost (Direct + Indirect).
See attached terms and conditions.

GMS: Biokor, Emmanuel (301)443-1714 PO: Fry, Bruce (301)443-0128

PHS GRANTS MANAGEMENT OFFICER: (Signature) (Name-Typed/Print) (Title)
Stephen J Hudak Grants Management Officer, OPS, SAMHSA

17. OBJ CLASS 41.45 18. CRS - EIN 1956000927A1 19. LIST NO:

FYCAN	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT. ACTION FIN ASST.	AMT. ACTION DIR ASST.
20.a 2002C96T112	b. H9TI14030A	c.	d. \$400,000	e.
21.a	b.	c.	d.	e.
22.a	b.	c.	d.	e.

**TERMS AND CONDITIONS OF AWARD
TREATMENT DRUG COURTS
1 H79 TI114030-01**

SPECIAL CONDITIONS OF AWARD:

1. All grant funds are available for this project except for funds directly related to Participant Protection issues as outlined in the GFA. This restriction of funds will be lifted by December 1, 2002 if the Participant Protection issues (i.e., are clearly severable and independent from those activities that do involve Participant Protection issue) may be conducted under this award until the concerns by the IRG identified in your Project Officer's letter dated September 30, 2002 to Patrick L. Ogawa, Project Director, Los Angeles Co. Alcohol/Drug Prog. 1000 S Fremont Ave Bldg A9E,3F Alhambra, CA 91803, have been resolved to the satisfaction of the Project Officer.

Failure to comply with the above stated Special Condition may result in a more stringent restriction placed on your Payment Management System Account or denial of funding in the future.

SPECIAL TERMS OF AWARD:

NONE

STANDARD TERMS OF AWARD:

1. This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Grant Award. Refer to the order of precedence in Block 16 on the Notice of Grant Award.
2. The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
3. Grants funds cannot be used to supplant current funding of existing activities.
4. The recommended future support as indicated on the Notice of Grant Awarded reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
5. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$166,700 annually.
6. "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a

"program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7. Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. **The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review annually on grants with significant amounts of Federal funding.**

8. Per (45 CFR 92.34), (45 CFR 74.36) and the PHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty free, non-exclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

9. A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at www.whitehouse.gov/wh/eop/omb.

10. The DHHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made.

11. Program Income accrued under the award must be accounted for in accordance with (45CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

(a) for grantees (other than for-profit) program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB administrative requirements.

(b) for grantees that are for -profit organizations, program income accrued under this award must be used in accordance with the deduction alternative described in (45 CFR 74.24(b)(3)).

12. Actions that require prior approval must be submitted in writing to the Grants Management Officer. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the SAMHSA Grants Management Officer and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.

13. Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written **prior** approval of the Grants Management Officer (GMO). The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Rucker Cole, Program Director @ 15% level of effort.

Unnamed, Evaluator @ unstated level of effort.

14. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

15. Refer to the back of the Notice of Grant Awarded for information regarding grant payment information (1) and the Health and Human Services Inspector General's Hotline for information concerning fraud, waste or abuse.

16. As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

17. No DHHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

18. RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislature itself.

(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity

designed to influence legislation or appropriations pending before the Congress or any State legislature.

REPORTING REQUIREMENTS:

1. Financial Status Report, Standard Form 269 (long form) is due within 90 days after expiration of the budget period, and 90 days after the expiration of the project period. Disbursements reported on the Financial Status Report must equal/or agree with the Quarterly and Final disbursements reported to the Payment Management System (PMS) on the Federal Cash Transaction Report (PMS-272).

2. Submission of programmatic Quarterly Reports is due no later than the dates as follows:

1st Quarterly Report - January 31, 2003

2nd Quarterly Report - April 30, 2003

3rd Quarterly Report - July 31, 2003

4th Quarterly Report - October 31, 2003

Additional information regarding this requirement will be provided at a later date by your project officer or their representative.

3. The grantee must comply with the GPRA requirement that includes the collection and periodic reporting of performance data as specified in the GFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs. (See attached).

4. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$300,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with this requirement may result in DHHS sanctions placed against your organization, i.e., classification as high risk, placed on the departmental Alert List, conversion to a reimbursement method of payment, suspension or termination of award

HUMAN SUBJECTS:

Under governing regulations, Federal funds administered by the DHHS shall not be expended

for, and individuals shall not be enrolled in research involving human subjects without prior approval by the Substance Abuse and Mental Health Administration of the project's procedures for protection of human subjects. This restriction applies to all Multiple Project Assurance grantee institutions and performance sites without human subjects certification. For institutions with a Single Project Assurance, but no certification at time of award, no funds may be expended or individuals enrolled in research without prior approval by the Office for Human Research Protection (OHRP) of an assurance to comply with the requirements of (45 CFR 46) to protect human research subjects.

INDIRECT COSTS:

1. Grantees that have never established indirect cost rates are required to submit an indirect cost proposal to the appropriate office **within 90 days from the start date of the project period** of the effective date of the award. If the grantee requests indirect cost reimbursement but does not have an approved rate agreement at the time of award, the grantee shall be limited to a provisional rate equaling one-half of the indirect costs requested, up to a maximum of 10 percent of salaries and wages.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. A list of the offices was included with your application package, and on page 7 of the SAMHSA "Welcome Wagon" Notice - Information for New Grantees but may also be found on line through www.samhsa.gov then click "grant opportunities" then click "Welcome Wagon".

CONTACTS:

Grants Management Specialist:

Emmanuel Djokou
Address: See Below

Phone : (301) 443 1714
Fax : (301) 443 6468
E-mail : edjokou@samhsa.gov

Federal Project Officer:

Bruce Fry
Systems Improvement Branch
Rockwall II Bldg., Suite 740
5600 Fishers Lane, Rockville, MD 20857
Phone : (301) 443 0128
Fax : (301) 443 3543
E-mail : bfry@samhsa.gov

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management below:

For Regular Delivery:

Division of Grants Management,
OPS, SAMHSA
Rockwall II Bldg., Suite 630
5600 Fishers Lane
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management,
OPS, SAMHSA
Rockwall II Bldg., Suite 630
5515 Security Lane
Rockville, MD 20852

GPRA mandates accountability and performance-based management by Federal agencies, focusing on results or outcomes in evaluating the effectiveness of Federal activities and on measuring progress toward achieving national goals and objectives.

Grantees shall comply with all GPRA requirements as defined in the GFA. They are as follows:

For programs funded by the Targeted Capacity Expansion funding stream:

Grantees must comply with GPRA data collection and reporting requirements, including but not necessarily limited to the collection of CSAT Core Client Outcomes.

CSAT GPRA requirements include data collection about grant-supported service recipients at baseline/intake, six months after intake, and twelve months after intake. Grantees are expected to collect baseline GPRA data on all persons served through the grant, and six and twelve month data on a minimum of eighty percent (80%) of all clients in the intake sample. Grantees should consider this requirement when preparing the evaluation budget section of the application.

CSAT's GPRA Core Client Outcome domains are:

Ages 18 and above: Percent of service recipients who: have no past month substance abuse; have no or reduced alcohol or illegal drug consequences; are permanently housed in the community; are employed; have no or reduced involvement with the criminal justice system; and have good or improved health and mental health status.

Ages 17 and under: Percent of service recipients who: have no past month use of alcohol or illegal drugs; have no or reduced alcohol or illegal drug consequences; are in stable living environments, are attending school; have no or reduced involvement in the juvenile justice system; and have good or improved health and mental health status.

For programs funded as Knowledge Application/Best Practices:

Grantees are expected to collect baseline GPRA data on all participants at KA events (Meetings, Trainings, and Technical Assistance See Appendix XX for the OMB approved forms). In addition, the applicant is expected to conduct a 30 day follow-up to the events with a minimum 80% of all baseline participants followed-up. Applicants should consider this requirement when preparing the evaluation budget section of the application.

Grantees involved in KA dissemination activities (the development and publication of a product) are expected to collect baseline satisfaction data on that product using the OMB approved KA product dissemination form.

In addition applicants should describe any prior applicant experience in conducting follow-up survey, use and effect (if any) of incentives in the prior activities, and the specific methods (including incentives) to achieve an 80% response rate for the follow-up surveys.

Regardless of the programs data are to be sent electronically to either CSAT GPRA-GPO or the programs data coordinating center...this is specified in the orientation meeting of grantees at the beginning of the grant program.

If you do not know which is applicable contact your Government Project Officer

These data files are to be send: 30 days after the close of each quarter.

Consequences for non-compliance

Failure to comply with these GPRA requirements could jeopardize future years funding.

EXHIBIT II

Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and CALIFORNIA HISPANIC COMMISSION ON
 ALCOHOL AND DRUG ABUSE (hereafter
 "Contractor").

WHEREAS, this Agreement is contemplated and authorized by
Division 10.5 of the Health and Safety Code commencing with
Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.;
Title 9 of the California Code of Regulations ("CCR"), Division
4; Government Code Section 26227; and, to the extent this
Agreement is funded by Federal Block Grant funds, also by Health
and Safety Code Sections 11754 and 11775, and by Government Code
Section 53703; and

WHEREAS, this Agreement is funded by a Substance Abuse and
Mental Health Services Administration ("SAMHSA") Grant, as
provided by the State Department of Health and Human Services,
Public Health Service; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this
Agreement, refer to County's Alcohol and Drug Program

Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit A, and the term "Schedules" refers to Schedule A (and when applied, the term "Budgets" refers to Budget[s] A), inclusively, unless otherwise noted; and

WHEREAS, the term "Director", as used in this Agreement, refers to County's Director of Health Services (i.e., Director of the Department of Health Services), or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect to, and including September 29, 2003. This Agreement shall be thereafter automatically renewed for two additional twelve (12) month periods, effective September 30, 2003 through September 29, 2005, subject to the availability of Substance Abuse and Mental Health Services Administration (SAMHSA) grant

award funding to the County. If such SAMSHSA funding is not forthcoming, this Agreement shall terminate September 29, 2003.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty

(30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed, except in those instances, as determined by Contractor, where an immediate participant transfer or referral is

indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Health Services ("DHS"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Provider or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Provider.

The County shall first deduct any unpaid balance from any final settlement amounts which may be due the Provider to enable the County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Provider agrees to remit by cashiers check the remaining unpaid balance to the County within 10 days of final settlement.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit A - Outpatient Juvenile Offender Treatment Services
- (2) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH SERVICES - ALCOHOL AND DRUG PROGRAM
ADMINISTRATION - ALCOHOL AND DRUG SERVICES
AGREEMENT - July 1, 2002

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) and (2) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services

which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period upon Board approval date through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Two Hundred Six Thousand, Two Hundred Fifty Dollars (\$206,250). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

B. If this Agreement is renewed for the period of July 1, 2004 through June 30, 2005 the maximum obligation of County for Contractor's performance hereunder is Two Hundred Six Thousand, Two Hundred Fifty Dollars (\$206,250). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

C. If this Agreement is renewed for the period of July 1, 2005 through September 29, 2005, the maximum obligation of County for Contractor's performance hereunder is Thirty-Seven Thousand, Five Hundred Dollars (\$37,500). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s) attached hereto.

E. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of

this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 9, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such

report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include

Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any

claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement,

including, but not limited to, any right to terminate this Agreement.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement,

including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation

to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective

date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code, Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable

provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction) [Sections 11215, et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Sections 1000, et seq.]; Drug Abuse Prevention Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Sections 1101, et seq.) and Federal regulations pertaining thereto; regulations of the Food and Drug Administration ("FDA"), including Title 21 CFR Section 291.505, and the Drug Enforcement Administration ("DEA"); as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of

Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its Additional Provisions, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its Additional Provisions, shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement, together with the Additional Provisions, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or

verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at _____ Contractor's primary business telephone number is (____)_____ and facsimile/FAX number is (____)_____ . Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CALIFORNIA HISPANIC COMMISSION ON
ALCOHOL AND DRUG ABUSE

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

02/19/2003
CD2727.LVB
CD2680.LVB 01/29/03

(COST/NR)

CALIFORNIA HISPANIC COMMISSION ON ALOCHOL AND DRUG ABUSE

EXHIBIT A

OUTPATIENT JUVENILE OFFENDER TREATMENT SERVICES

1. DEFINITION: Outpatient juvenile offender treatment services will consist of a treatment program that will provide comprehensive and integrated strength-based approaches, expanded family services, arts, and creative therapy. The outpatient juvenile offender treatment services will be provided to pre- and post-adjudicated juvenile offenders 12 to 18 years of age charged with generally non-violent crimes, referred by the Juvenile Court Judge for treatment services. Referral may be made to residential detoxification and treatment services, clinical/psychiatric services, self-help groups modeled after Twelve-Step programs, community service programs, education or tutoring services, recreational activities, or other appropriate supportive services. Based upon the continuing treatment needs of each participant, the duration of any individual's treatment hereunder shall not exceed nine (9) months without the prior approval of the Director or his designee. Contractor shall comply with all requirements associated with Alcohol and Drug Program Administration's Substance Abuse and Mental Health Services Administration(SAMHSA)grant for this program unless otherwise specified by the Director or his designee.

2. PERSONS TO BE SERVED: Outpatient juvenile offender treatment services shall be furnished to eligible and suitable juvenile offenders (i.e., participants) between the ages of 12 and 18 years, with alcohol and other drug problems, residing in the _____ Juvenile Court jurisdiction within Los Angeles County.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where outpatient juvenile offender treatment services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at _____. Contractor's facility telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

Facility 2 is located at _____. Contractor's facility telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor's facility days and hours of operation are _____.

Contractor shall obtain prior written approval from Director or his designee at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing

such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director or his designee at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION:

A. During the period effective upon date of Board approval through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Two Hundred Six Thousand, Two Hundred Fifty Dollars (\$206,250) as set forth in Exhibit A, Schedule(s), and Budget(s), attached hereto and incorporated herein by reference.

B. If this Agreement is renewed for the period July 1, 2004 through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder is Two Hundred Six Thousand, Two Hundred Fifty Dollars (\$206,250) as set forth in Exhibit A, Schedule(s), Budget(s), attached hereto and incorporated herein by reference.

C. If this Agreement is renewed for the period July 1, 2005 through September 29, 2005, the maximum obligation of County for Contractor's performance hereunder is Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) as set forth in Exhibit A, Schedule(s), Budget(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) referred to above, and attached hereto, as such costs are reflected in the Contractor's billing statements. The definition of "services" for purposes of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include any time spent on the preparation for such service activities.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES: Contractor agrees to provide services to County and County clients as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status

that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the Los Angeles County

Participant Reporting System for both intake and discharge information reported on clients; the reporting of services received by selected clients; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and client confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County appointed advisory group.

Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, alcohol and drug use, criminal history; medical history; client identification data; diagnostic studies, if appropriate; a service/treatment plan listing short and long-term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of client interviews and any other intake information determined

by the County as necessary for program evaluation purposes; a discharge/transfer summary; and any other discharge information including client locator information such as contact information for friends and family; determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in the automated data collection system(s), for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

8. STAFFING: Contractor shall maintain the following desirable minimum staff qualifications that apply to employees directly involved in the administration, supervision, or provision of services, under this Agreement:

A. One (1) full-time person in the position of Project Manager with the following responsibilities and qualifications:

(1) Three (3) years experience in providing alcohol and drug treatment services.

(2) Responsible for the overall operation of the program, including the supervision of staff and the monitoring of program services.

B. All staff providing direct services to youth and families with the following qualifications:

(1) A minimum of five (5) years experience in youth services, including work with runaways, victims of abuse, and pregnant or parenting youth.

(2) A Certificate in Alcohol and Drug Abuse Counseling and/or an Associate of Arts degree in a treatment-related field.

(3) Training to conduct urinalysis testing and analysis by qualified agency staff, a urinalysis testing organization, or County department.

C. All staff employed by contractor and, if applicable, its subcontracted agencies must have a fingerprint check for criminal history background, receive a clearance from a law enforcement agency, approval by the Probation Department, and training on child abuse reporting procedures.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide specific services as specified within ADPA's grant with SAMSHA unless otherwise specified by the Director or his designee. The services include an outpatient treatment program that will emphasize strength-based approaches, expanded family services, arts, and creative therapy in accordance with the following four phases of treatment:

A. Phase I: Initial Assessment and Orientation

The first thirty (30) days will be an assessment period during which Contractor will determine the

appropriate level and type of services necessary for addressing a client's needs. The services will include: a preliminary treatment plan; individual and group counseling (three times a week); 12-step meetings (two to three times a week); urinalysis testing (four to seven times a week); group activities and arts therapy; and if needed, acupuncture up to five times a week.

B. Phase II: Additional Assessment and Stabilization

Phase II services will include the same activities as in Phase I above.

C. Phase III: Intensive Treatment

Phase III will consist of two to four months of treatment services. The services will include: development and implementation of a master treatment plan; individual and group counseling (three times a week); 12-step meetings (minimum of three times a week); urinalysis testing (three to five times a week); vocational/educational counseling; group activities and arts therapy; and if needed, acupuncture up to five times a week.

D. Phase IV: Transition Phase

Phase IV will consist of one to three months of treatment services. The services will include: development and implementation of a modified master

treatment plan; individual and group counseling (two times a week); 12-step meetings (continued attendance); urinalysis testing (two to three times a week); group activities and arts therapy, stable living arrangements; payment of drug court fee or completion of community service hours; and if needed, acupuncture up to five times a week.

E. Other Services

1. Provide necessary crisis intervention in the local community or at the juvenile offender's home on a twenty-four (24) hour per day, seven (7) day a week basis, to alleviate problems that present an imminent threat to the health and well-being of the participant.

2. Provide case management, through a primary counselor assigned upon participant admission, responsible for managing the case and monitoring participant's progress throughout the primary treatment.

3. Provide residential or detoxification services, if warranted, through Contractor's own resources or through formal linkages with established provider(s) of these services.

4. Provide awareness and education presentations on subjects relating to alcohol and drug problems, and

treatment and recovery issues to participants and participant's family.

5. Provide mental health/psychological treatment services through Contractor's own resources or through formal linkages with an established provider of these services.

6. Provide or refer participant to educational/tutorial services, community service programs, and recreational programs as appropriate.

7. Establish and maintain linkages with other service systems and providers, including but not limited to health care, criminal justice, children and family protective services, and other supportive services to ensure access and delivery of an array of services to address the multiple needs of juvenile offenders and their families.

8. Refer participant to any other services deemed appropriate by the Judge and Contractor for contributing to participant's rehabilitation, including but not limited to child care, health care, youth mentoring programs, vocational guidance and training, dental care, and clothing. Such services shall not be a charge to, nor be reimbursable, hereunder.

9. Arrange for transportation services for juvenile offenders and their families from home to court or the Contractor's facility if the services are needed. Transportation may be provided by the Contractor's own vehicles and staff or through another means of public or private services.

10. Conduct a follow-up on former participants in accordance with Contractor's written policies and procedures which shall be approved by Director prior to commencement of this Agreement. Follow-up shall also be conducted in compliance with any County evaluation requirements. Contractor shall attempt to contact any participant who has participated in a minimum of four (4) visits of outpatient juvenile offender treatment services and who is no longer deemed to be in active treatment. The purpose of such follow-up shall be to determine the participant's current health status and treatment needs, and to advise the participant relative thereto. All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate: 1) participant's willingness to respond to Contractor's follow-up efforts, 2) status of participant's drug and alcohol use, and 3) history of

arrest subsequent to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at time of participant's admission to the outpatient juvenile offender treatment services program.

10. SERVICE GOALS AND OBJECTIVES: In the interest of evaluating the services provided hereunder, Contractor's performance will be measured by ADPA to determine the extent to which the service goals and objectives listed below have been met. Quantified goals and objectives are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goals and objectives. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the County's automated reporting system, including the Los Angeles County Participant Reporting System (LACPRS), and other related systems developed for the program. Contractor will enter client

information directly into the County's automated LACPRS, and other database, as appropriate. Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, modem, and Internet access. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

02/19/2003
CD2728.LVB
ADCD1959.LVB 04/10/02

(COST/NR)

SCHEDULE _____

OUTPATIENT JUVENILE OFFENDER TREATMENT SERVICES

	Period of (____/____/03- 06/30/04)	Period of (07/01/04- 06/30/05)	Period of (07/01/05- 09/29/05)
1. Maximum Allocation	\$ _____	\$ _____	\$ _____
2. Projected Revenue	\$ _____	\$ _____	\$ _____
3. Gross Program Allocation (Item 1 divided by the number)	\$ _____	\$ _____	\$ _____
4. Maximum Monthly Amount/Allocation. \$ _____ (Item 1 divided by the number of months inapplicable period)	\$ _____	\$ _____	\$ _____

02/19/2003

CD2728.LVB

ADCD1959.LVB 04/10/02

(COST/NR)

BUDGET

OUTPATIENT JUVENILE OFFENDER TREATMENT SERVICES

ITEM	Period of (/ /03- 06/30/04)	Period of (07/01/04- 06/30/05	Period of (07/01/05- 09/29/05
	AMOUNT	AMOUNT	AMOUNT

Salaries \$ \$ \$

Facility Rent/Lease

Equipment Leases

Services and Supplies

Administrative Costs

GROSS BUDGET*

\$ \$ \$

* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval, and not more than twenty-five percent (25%) of the gross budget with prior written approval from Director or his authorized designee. Therefore, any increase in any line item(s) shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in the maximum obligation during the period of this Agreement.

OUTPATIENT JUVENILE OFFENDER TREATMENT SERVICES SCOPE OF WORK

Objective	Activities	Timeline	Short-term outcome	Long-term outcome	Evaluation
Contractor will provide alcohol and other drug outpatient treatment services to at least 90 youth per year, ages 12-18, referred by a Juvenile Court Judge or Commissioner for non-violent offenses	<ul style="list-style-type: none"> Assessment Orientation Referral 	Within 30 days of court referral	Ascertain client needs and determine appropriate level and type of services necessary to address a client's needs.	Each client will receive age-appropriate, culturally sensitive, tailored services to fit their needs as measured by the CSAT GPRA.	Center for Substance Abuse Treatment Government Performance and Review Act (CSAT GPRA)
Contractor will develop and implement a master treatment plan for each individual client	<p>Client will participate in any combination of the following:</p> <ol style="list-style-type: none"> Individual, group, and family counseling 12-step meetings Random urinalysis testing Group activities, arts therapy, acupuncture Case management to monitor client's treatment progress Crisis intervention Residential and detoxification services Alcohol and drug awareness and education presentations Mental health / psychological treatment Educational/tutorial services Community service Recreational programs Client follow-up 	<p>Treatment program duration will be up to 9 months</p> <ol style="list-style-type: none"> Up to 3 times per week Up to 3 times per week Up to 2 times per week Up to 5 times per week On-going through duration of the program As appropriate As appropriate As appropriate As appropriate As appropriate As appropriate 3, 6, and 12 months after client completes or leaves program 	<p>Treatment program will generate trust, openness, and future-directedness of client.</p>	<p>Clients who complete the program will demonstrate one or more of the following as measured by the CSAT GPRA:</p> <ul style="list-style-type: none"> Improved physical and mental health Improved self-esteem Improved social and communication skills Improved coping and problem-solving skills Improved family relationships Decreased criminal behavior Improved literacy and other educational attainment Improved job skills and employment status 	CSAT GPRA (administered at admission, 3 months and 6 months)

OUTPATIENT JUVENILE OFFENDER TREATMENT SERVICES SCOPE OF WORK

Objective	Activities	Timeline	Short-term outcome	Long-term outcome	Evaluation
Contractor will work collaboratively with agencies and other agents to provide comprehensive coordinated services to youth	<p>a. Contractor will meet with ADPA Program Manager to review and revise scope of work</p> <p>b. Contractor will prepare and submit Status Reports on program achievements, program development and number of clients treated to ADPA</p> <p>c. Contractor will provide client status reports to the referring courts regarding treatment and supervised actions for youth</p> <p>d. Provide the Probation Dept. with client progress reports</p> <p>e. Steering Committee meetings</p>	<p>a. Quarterly or as needed</p> <p>b. Reports submitted to ADPA on quarterly basis</p> <p>c. Reports submitted to courts every 45 days</p> <p>d. Every 3 months or as required</p> <p>e. Monthly</p>	<p>a. ADPA Program Manager and Contractor will ensure program objectives are being met</p> <p>b. ADPA will be apprised of program development progress</p> <p>c. Courts will be kept up to date on the client's status</p> <p>d. The Probation Department will be kept up to date on client's progress</p> <p>e. Group will establish protocol for service delivery</p>	<p>a. Improved delivery system of services</p> <p>b. Improved communication between Contractor and ADPA</p> <p>c. Improved communication between agencies and agents that work collaboratively to provide appropriate services and the court</p> <p>d. Improved communication between agencies and agents that work collaboratively to provide appropriate services and the Probation Department</p> <p>e. Refine protocol for service delivery to ensure efficient and effective service delivery</p>	<ul style="list-style-type: none"> Develop protocol and procedures for service delivery Self-report on adherence to established protocol
Contractor will collect data and track clients for evaluation purposes	<p>a. Administer CSAT GPRA to each client</p> <p>b. Contractor will enter client data into Los Angeles County Participant Registration System (LACPRS)</p> <p>c. Contractor will provide ADPA with current data as requested for program evaluation services</p>	<p>a. Admission, 3 months, and 6 months</p> <p>b. Monthly</p> <p>c. As needed and appropriate</p>	<p>a. Client needs will be continually monitored and services will be amended as appropriate</p> <p>b. Contractor will consistently collect data and inform ADPA about client characteristics</p> <p>c. ADPA will be able to obtain relevant information in a timely fashion</p>	<p>a. Clients will receive appropriate services and Contractor and ADPA will be able to monitor individual progress as measured by the CSAT GPRA</p> <p>b. ADPA will be able to use current client data to analyze trends and create reports</p> <p>c. Appropriate, relevant program evaluation and analysis</p>	<p>a. CSAT GPRA</p> <p>b. LACPRS</p> <p>c. As required</p>

EXHIBIT III

Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES (hereafter
 "County"),

and CENTER FOR APPLIED LOCAL RESEARCH
 (hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by
Division 10.5 of the Health and Safety Code commencing with
Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.;
Title 9 of the California Code of Regulations ("CCR"), Division
4; Government Code Section 26227; and, to the extent this
Agreement is funded by Federal Block Grant funds, also by Health
and Safety Code Sections 11754 and 11775, and by Government Code
Section 53703; and

WHEREAS, this Agreement is funded by a Substance Abuse and
Mental Health Services Administration ("SAMHSA") Grant, as
provided by the State Department of Health and Human Services,
Public Health Service; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this
Agreement, refer to County's Alcohol and Drug Program

Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit A, and the term "Schedules" refers to Schedule A (and when applied, the term "Budgets" refers to Budget[s] A), inclusively, unless otherwise noted; and

WHEREAS, the term "Director", as used in this Agreement, refers to County's Director of Health Services (i.e., Director of the Department of Health Services), or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect to, and including September 29, 2003. This Agreement shall be thereafter automatically renewed for two additional twelve (12) month periods, effective September 30, 2003 through September 29, 2005, subject to the availability of Substance Abuse and Mental Health Services Administration (SAMHSA) grant

award funding to the County. If such SAMSHSA funding is not forthcoming, this Agreement shall terminate September 29, 2003.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty

(30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed, except in those instances, as determined by Contractor, where an immediate participant transfer or referral is

indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Health Services ("DHS"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Provider or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Provider.

The County shall first deduct any unpaid balance from any final settlement amounts which may be due the Provider to enable the County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Provider agrees to remit by cashiers check the remaining unpaid balance to the County within 10 days of final settlement.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit A - Outpatient Juvenile Offender
Treatment Services/Evaluation
Services
- (2) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH
SERVICES - ALCOHOL AND DRUG PROGRAM
ADMINISTRATION - ALCOHOL AND DRUG SERVICES
AGREEMENT - July 1, 2002

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) and (2) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period upon Board approval date through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Eighty Two Thousand, Five Hundred Dollars (\$82,500). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

B. If this Agreement is renewed for the period of July 1, 2004 through June 30, 2005 the maximum obligation of County for Contractor's performance hereunder is Eighty Two Thousand, Five Hundred Dollars (\$82,500). This sum represents the total maximum obligation of County as

determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

C. If this Agreement is renewed for the period of July 1, 2005 through September 29, 2005, the maximum obligation of County for Contractor's performance hereunder is Fifteen Thousand Dollars (\$15,000). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s) attached hereto.

E. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no

event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 9, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and

related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a

claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
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Products/Completed Operations Aggregate:	\$1 Million
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Personal and Advertising Injury:	\$1 Million
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Each Occurrence:	\$1 Million
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B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by

any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement,

absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no

way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of

all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation

to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective

date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code, Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable

provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction) [Sections 11215, et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Sections 1000, et seq.]; Drug Abuse Prevention Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Sections 1101, et seq.) and Federal regulations pertaining thereto; regulations of the Food and Drug Administration ("FDA"), including Title 21 CFR Section 291.505, and the Drug Enforcement Administration ("DEA"); as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of

Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its Additional Provisions, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its Additional Provisions, shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement, together with the Additional Provisions, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or

verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at _____
_____. Contractor's primary business telephone number is (____)_____ and facsimile/FAX number is (____)_____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

/

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/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

CENTER FOR APPLIED LOCAL RESEARCH
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

02/19/2003
CD2727.LVB
CD2680.LVB 01/29/03

(COST)

THE CENTER FOR APPLIED LOCAL RESEARCH

EXHIBIT A

ALCOHOL AND DRUG EVALUATION SERVICES AGREEMENT
(JUVENILE OFFENDER TREATMENT SERVICES)

1. DEFINITION: Alcohol and drug evaluation services (hereafter "Evaluation Services") for the Juvenile Offender Treatment Services will consist of both process and outcome evaluation components. Process evaluation services will include but not be limited to, documentation of Alcohol and Drug Program Administration (ADPA)- contracted treatment providers staff; treatment modality and services; client characteristics; drug use and treatment history; and juvenile justice contacts.

Outcome evaluation services will include but not be limited to the following domains: reduced substance abuse; reduced juvenile justice involvement; improved family conditions; improved mental health; improved physical health; improved school performance; and improved peer relationships.

Contractor shall assume overall responsibility for ensuring compliance with the Government Performance and Results Act (GPRA) of 1993 and project evaluation

requirements for ADPA's Substance Abuse and Mental Health Services Administration (SAMHSA) grant unless otherwise specified by the Director or his designee. Contractor's responsibilities for ensuring compliance with the GPRA requirements shall include:

A. Contractor shall have staff that will be responsible for locating and interviewing former clients who are no longer enrolled in treatment services, including former treatment clients who are incarcerated. Contractor's staff for incarcerated former clients will include a lawyer for conducting jail and prison interviews. Additionally, Contractor's staff shall work with ADPA-contracted treatment program providers to get in touch with former clients who have returned to the treatment system.

B. Contractor's field staff shall train project staff from ADPA-contracted treatment service providers to conduct baseline and follow-up interviews. The project staff shall forward relevant data to Contractor. Contractor will subsequently submit quarterly data to the County Program Manager.

C. Contractor shall have staff use established procedures and protocols for managing and coordinating follow-up data collection.

D. Contractor shall make strategic use of incentives and be prepared for youth who drop out of contact. Contractor shall

provide new subjects with materials such as printed cards reminding them of their follow-up interview date, the toll-free telephone number they can call and reminders of incentives available to subjects who initiate contact.

E. Among other duties, Contractor's staff and the Project Steering Committee will use existing instruments to develop at least two one-page client assessment forms that can be pilot tested throughout the juvenile justice system. The assessment tool will be used to assess client substance use history and potential motivation to participate in an intensive drug treatment regimen. This tool will be used to identify candidates for the Juvenile Offender Treatment Program and will eventually become standardized and disseminated throughout all parts of the Los Angeles County Juvenile Justice System.

F. In order to ensure that all steps are taken to facilitate follow-up, Contractor shall conduct a series of focus groups early in the evaluation development process in which young people will be asked to suggest additional incentives and methods for ensuring follow-up during grant period.

Evaluation services will also include the creation and dissemination of qualitative and quantitative reports, oral presentation of such reports to related governmental entities and/or the public, when required by Director or his designee, and

any other related evaluation service to be performed by Contractor that is deemed appropriate by the Director or his designee.

Evaluation services shall be provided to the ADPA and other related groups performing alcohol and drug services for County, as approved by Director or his designee.

2. COUNTY STAFF: County ADPA staff, to the best of their ability, shall assist Contractor in performing the evaluation services described herein, including but not limited to, collaborating with appropriate ADPA-contracted treatment provider management and service staff, as needed (e.g., approval to access information, records, etc.) for Contractor to perform his/her evaluation service duties.

County's Program Manager shall be the primary contact and lead County staff to assist Contractor with County activities hereunder for this Agreement.

County's Program Manager shall be responsible for, but not limited to the following:

A. Reviewing all objectives, tasks, deliverables, subtasks, and subdeliverables as stated within the Contractor's Alcohol and Drug Evaluation Services for Juvenile Offender Treatment Services exhibit in order to ensure that they are met.

B. Providing technical assistance, monthly or as needed, to remedy any problems that interfere with the successful completion of stated objectives, tasks, deliverables, subtasks, and subdeliverables. Technical assistance may include areas relating to County policy, research, evaluation, information, and procedural requirements.

Other County employees may be designated by Director to assist Contractor with County activities hereunder. Contractor agrees that County does not anticipate assigning any County employees to assist Contractor on a full-time basis. County shall notify Contractor in writing of any change in the name or address of the County's Program Manager.

The County's Program Manager and/or other designated County staff shall be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide liaison between Contractor and County departments. All County personnel shall be under the supervision of Director.

3. CONTRACTOR'S PROGRAM MANAGER: Contractor's Program Manager shall be the following person who shall be a full-time employee of Contractor:

The Contractor's Program Manager shall be responsible for Contractor's day-to-day activities related to this Agreement and for reporting to County in the manner set forth in the Agreement.

Contractor's Program Manager shall meet monthly with the multi-agency Steering Committee, or as needed, with County's ADPA management and evaluation staff to review the progress of this Agreement.

Contractor's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

4. CONTRACTOR'S STAFF: During the term of this Agreement, Contractor shall have available and shall provide at any time upon request to an authorized representative of federal, State, or County governments, a list of persons by name, title, professional degree, and experience who are providing services during the term of the contract period.

County has the reasonable right to approve or disapprove all Contractor's staff performing work hereunder and any proposed

changes in Contractor's staff, including, but not limited to, Contractor's Program Manager. Contractor shall provide County with the name and resume of each staff identified in its budget. Contractor shall provide County with a resume of each proposed substitute staff and an opportunity to interview such person prior to any staff substitution.

5. STEERING COMMITTEE: Representatives from ADPA and the Presiding Judge of the Juvenile Court will co-convene a high-level Project Steering Committee to oversee and direct all key project design and implementation activities over the three-year grant period. The multi-agency team shall meet at least once each month or as needed to coordinate their efforts for developing, implementing, and evaluating the proposed juvenile offender treatment model.

6. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where evaluation services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 5200 Huntington Ave., Suite 200, Richmond, California, 94804. Contractor's facility telephone number is (510) 558-7930 and facsimile/FAX number is (510) 558-7940. Contractor's facility days and hours of operation are Monday through Friday, 9:00 a.m. to 5:00 p.m.

Contractor shall obtain prior written approval from Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, or wheelchair access, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) calendar days prior to the effective date(s) thereof.

7. MAXIMUM ALLOCATION:

A. During the period upon date of Board approval through June 30, 2004, the maximum obligation of County for Contractor's performance hereunder is Eighty-Two Thousand Five Hundred Dollars (\$82,500) as set forth in Exhibit(s), Schedule(s), and Budget(s), attached hereto and incorporated herein by reference.

B. If this Agreement is renewed for the period July 1, 2004 through June 30, 2005, the maximum obligation of County for Contractor's performance hereunder is Eighty-Two Thousand, Five Hundred Dollars (\$82,500) as set forth in Exhibit(s), Schedule(s), Budget(s), attached hereto and incorporated herein by reference.

C. If this Agreement is renewed for the period July 1, 2005 through September 29, 2005, the maximum obligation of

County for Contractor's performance hereunder is Fifteen Thousand Dollars (\$15,000) as set forth in Exhibit(s), Schedule(s), Budget(s), attached hereto and incorporated herein by reference.

8. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedules(s) and detailed in the Budget(s) as referred to above, attached hereto and incorporated herein by reference, as such costs are reflected in Contractor's billing statement. The definition of "services" for purposes of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include time spent on preparation for such service activities.

Each invoice shall include the amount requested and a description of objectives, tasks, deliverables, subtasks, subdeliverables, and other work performed for the billing period. Contractor must obtain the written approval for each invoice by the County's Program Manager or other person designated by Director. County shall not be liable or responsible for any payment prior to such written approval.

9. EVALUATION DESIGN, CONFIDENTIALITY, AND APPLICABLE LAWS:

Contractor agrees to develop and implement an evaluation design that is consistent with ADPA's Los Angeles County Juvenile Offender Treatment Program Model as described in its SAMHSA grant unless otherwise specified by the Director or his designee.

Contractor agrees to show evidence that its evaluation design is supported by research literature as appropriate and effective for achieving the goals of the evaluation with respect to the targeted population and programs. Contractor must use the American Psychological Association format for citing research studies and must include a bibliography of relevant supporting research literature.

Contractor agrees to implement written procedures to protect the confidentiality of client/participant records, in accordance with Title 42 Code of Federal Regulations ("CFR") Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records."

Contractor agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and the Federal Americans with Disabilities Act of 1990.

The proposed process evaluation plan will include a documentation of ADPA-contracted treatment service providers, including documentation of treatment staff; treatment modality and services; and of client characteristics, such as demographic

characteristics, drug use and treatment history, and juvenile justice contacts. Contractor will document the nature of the services delivered through a combination of interviews and focus groups with program staff and managers, and occasional observation of selected service components. Additionally, Contractor will evaluate the extent of participation in court attendance and treatment services by reviewing attendance logs for group and individual services as reported in clients' admission and discharge records.

Contractor shall be responsible for data management, quality control, and data retention. Contractor shall maintain the Data Collection Software Database. A member of the evaluation team will input GPRA required data within seven (7) days of client data collection.

Upon prior approval of Director or his designee, Contractor may participate and cooperate in any evaluation study(ies) conducted by County, or in any such study(ies) conducted by Federal or State agencies, in which County agrees to participate.

Evaluation services will also assess the County's implementation of the project over the entire three year project. It will be based on several data sources including: annual reviews with project managers; annual focus groups with staff members; and annual observation of selected services. A

discussion of the proposed evaluation plan shall be included in year-end reports.

Contractor will conduct semi-annual interviews and focus groups during the first year of the project and will document the effectiveness of the Assessment Tool on collecting information on drug and alcohol abuse; family functioning; mental health; physical health; juvenile justice; and school and peer relationships. Additionally, evaluator shall document the development of age-appropriate treatment services for the youth. This information shall be gathered with the purpose of facilitating the replication of The Juvenile Offender Treatment Program Model throughout Los Angeles County in the future.

Contractor will address both process and outcome evaluation objectives. Further, contractor shall measure change in each of the aforementioned dimensions by comparing clients' response to selected GPRA items at follow-up with their responses at admission.

10. REPORTS: Contractor shall collect baseline and follow-up data on new and existing clients from the designated juvenile treatment agencies at the end of each month. Members of Contractor's staff will also collect six and twelve-month follow-up data on former clients. A member of the evaluation team will review and edit all instruments once each month for accuracy and

will work with the project staff to maintain high quality of data.

Contractor shall meet with County-contracted treatment service providers project managers and staff once per quarter. Contractor shall prepare and present quarterly "briefing reports" to highlight interim findings. Subject to the reporting requirements of the "Additional Provisions" of this Agreement, incorporated herein, Contractor shall submit a monthly report to the County's Program Manager on Contractor's progress toward meeting the objectives, tasks, deliverables, subtasks, subdeliverables. The monthly report should have the following information:

- A. Period covered by the report.
- B. Summary of project status for the report period.
 - 1) Objectives, tasks, deliverables, subtasks, subdeliverables, and other work scheduled for the reporting period which were completed.
 - 2) Unresolved issues that resulted in the non-completion of objectives, tasks, deliverables, subtasks, and, subdeliverables, and other work scheduled for the reporting period.
 - 3) Plan of action with an updated milestone chart for resolving the issues that have prevented the

successful completion of objectives, tasks, deliverables, subtasks, subdeliverables, and other work.

4) Any other information required by the County.

Contractor shall also provide an annual presentation on its evaluation results to ADPA, and participating alcohol and drug program providers. For each fiscal year, Contractor agrees to prepare and distribute an annual written report with an executive summary that covers the evaluation design, status, and results. Contractor also agrees to provide any additional reports and presentations to program providers, clients, and other concerned parties as required by ADPA.

02/19/2003
CD2729.LVB

THE CENTER FOR APPLIED LOCAL RESEARCH

(Contract No. _____ - EXHIBIT A

STATEMENT OF WORK

ALCOHOL AND DRUG EVALUATION SERVICES
(JUVENILE OFFENDER TREATMENT SERVICES)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

The goals of the evaluation services include: (1) To conduct evaluation activities that aim to assist the Los Angeles Juvenile Drug Court to improve the quality of their services; (2) To prepare quarterly and annual reports; (3) To develop local instruments for the new program; (4) To assure compliance with the federal requirements in the funded proposal by training the service providers' staff on GPRA data collection and data entry; and (5) To provide timely feedback, based on the data collected over time, on the lessons learned in order for the program to incorporate these lessons and improve the quality of their services to the youth.

A detailed description, including a timeline, of the services to be provided and the goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted to Alcohol and Drug Program Administration.

02/19/2003

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(COST)

THE CENTER FOR APPLIED LOCAL RESEARCH

SCHEDULE A

ALCOHOL AND DRUG EVALUATION SERVICES
(JUVENILE OFFENDER TREATMENT SERVICES)

Period of Period of Period of
(03 - (07/01/04- (07/01/05-
06/30/04) 06/30/05) 09/29/05)

1. Maximum Allocation..... \$ _____ \$ _____
2. Projected Revenues..... \$ 0 \$ 0 \$ 0
3. Gross Program Allocation... \$ _____ \$ _____

1. Maximum Monthly Amount/
Allocation for Evaluation
Services..... \$ _____ \$ _____
- (Item 1 divided by the number
of months in the period)

(COST)

THE CENTER FOR APPLIED LOCAL RESEARCH

BUDGET A

ALCOHOL AND DRUG EVALUATION SERVICES
(JUVENILE OFFENDER TREATMENT SERVICES)

(_____, 2003 through September 29, 2005)

(____03 - (07/01/04- (07/01/05-
06/30/04) 06/30/05) 09/29/05)

ITEM	AMOUNT	AMOUNT	AMOUNT
------	--------	--------	--------

Salaries	\$	\$	\$
----------	----	----	----

Facility Rent/Lease

Equipment Lease

Services and Supplies

Administrative Overhead

Gross Budget*	\$	\$	\$
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Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2003

05/05/2003
CD2816_LVB
CD2753_LVB 03/13/2003

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2003

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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2003

1. ADMINISTRATION: County's Director of Health Services or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another

business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill therefor.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to

include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards,

members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at

least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The

advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING: Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable

State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and

County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, treatment, and support personnel. Participation of administrative, treatment, and support personnel in training/staff development should include in-service activities, such as case conferences; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

A. Sobering, Detoxification, and Residential Services:

If sobering, detoxification, or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary

resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) Employees and volunteers working directly with youth shall pass a thorough background check, including criminal background.

(2) Employees working with youth shall have at least six (6) months prior experience in a youth program or six (6) months prior experience working with youth.

(3) Counselors working with youth shall be certified by a recognized alcohol and other drug addiction counselor credentialing organization.

(4) Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission and Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or

mental handicap, in accordance with requirements of Federal and State laws or in any manner on the basis of the participant's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or

applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement. While County

reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS: Contractor agrees to give priority to individuals referred to Contractor for services by County's Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before

non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY: If participants are provided services hereunder, participant's eligibility to receive alcohol and drug services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. PARTICIPANT FEES: If Contractor provides participants with alcohol and drug services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11991.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. PAYMENT:

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, (medical) insurance, or other third party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County

Department of Health Services Substance Abuse Program
Contract Financial Handbook. Such billing forms shall
be provided to Contractor by County, or billings shall
be made on Contractor's own billing forms that have been
approved by ADPA. All billings shall clearly reflect
all required information as specified on the billing
forms and any other information as required by the ADPA
(e.g., Contractor's tax identification number and/or
Drug/Medi-Cal provider number) to properly process
Contractor's billings, in regards to the services
provided and for which a claim is being made, and as
related to any and all payments due to Contractor by, or
on behalf of, a participant. Billings shall be
presented to County promptly after the close of each
calendar month. Within a reasonable period of time
following receipt of a complete and correct monthly
billing, County shall make payment in accordance with
the payment provisions set forth in the Exhibit(s)
incorporated herein, and the following:

- a. Payment for all services provided hereunder
shall be limited to the aggregate maximum monthly
amount(s) set out in the Schedule(s) (and their
corresponding Exhibit[s]) attached hereto.
Contractor will be paid the lesser of the monthly

maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, [medical] insurance, or other third party coverage), or is covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount

as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (which requires such information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such

time that such report(s) is(are) delivered to the State or County. County further reserves the right to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, due to Contractor's refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the

RECORDS AND AUDITS Paragraph herein, County may elect to withhold a maximum of ten percent (10%) of any claim for payment by Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement. This ten percent (10%) withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may withhold a maximum of ten percent (10%) of any claim for payment by Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions

resulting from noncompliance, and significant performance problems as determined by monitoring visits. This ten percent (10%) withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, not more than ten percent (10%) of any one month's claim may be withheld under this provision except as specified in subparagraph A.(5)a. and A.(5)b. of this PAYMENT Paragraph hereinabove. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs (1) through (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost

Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make a preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefor by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Health Services Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(3) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of

the California Code of Regulations; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five

percent (25%) of the applicable County maximum obligation, Director may approve such funding changes once per fiscal year. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer ("CAO"). Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of

specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Alcohol Program - Description of Service Activities - July 1, 1993 and the Department of Health Services Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever

is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Health Services Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Health Services Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., community prevention and recovery program, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor shall agree that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Health Services Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA requested alcohol and drug service statistics, Los Angeles County Participant Report System

("LACPRS") statistics, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system. and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Health Services Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed

or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements are to be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived by written notice by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent Auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall

file such audit report(s) with the County's Department of Health Services - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided

hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Health Services - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations: Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand

or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return,

Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:

By no later than ten (10) calendar days after the reporting month for which the data is collected, the Los Angeles County Participant Reporting System (HSPA 45) form and California Alcohol and Drug Data System, Provider Summary Report (ADP 7365 [PSR]).

Failure by Contractor to submit the required monthly reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall submit to the ADPA monthly the following reports:

(1) By no later than ten (10) calendar days after the last day of the reporting month, the Perinatal Services Monthly Report.

(2) By no later than ten (10) calendar days after the last day of the month following the infant's birth month, the ADP Perinatal Services Supplemental Infant Data Form.

Failure by Contractor to submit the required monthly reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

E. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Health Services Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Health Services FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant,

partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and

directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the ADPA within ten (10) calendar days following the execution of this Agreement.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles

County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer

or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was

received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community.

25. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et

seq. (Drug Free Work Place Act of 1990) and will provide a drug free work place, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) work place, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the work place;
- (2) The person's or organization's policy of maintaining a drug free work place;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

- (1) Be given a copy of the County's drug free policy statement; and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the agreement, or termination of the agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

(1) Contractor has made false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

26. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV and AIDS for the purpose of educating and training agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of agency staff may include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia,

gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

D. Make available to all participants and employees the location of HIV/AIDS counseling and testing sites and treatment centers within the County of Los Angeles.

E. Not deny services to any person solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

F. Consider priority admission for all applicants who identify as HIV/AIDS infected.

G. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

27. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to its publication, printing, duplication and implementation with this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, ADPA.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people to provide information and reader service to non-English speaking individuals by employing qualified bilingual persons. These services shall include availability of non-English language written materials and qualified bilingual persons in public contact positions or interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

28. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

29. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in

part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

31. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, such party shall, within three (3)

calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

32. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

33. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence Program Participants for Employment ("GAIN") program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

34. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

35. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: To the degree permitted by Contractor's agreements

with its collective Bargaining Units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its Collective Bargaining Units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

36. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services ("DHS") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

37. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its

debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer

period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

39. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may

be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

40. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an

annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include a improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall

implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Contractor shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

42. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of

Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily

perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of

the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require

each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

53. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time

employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of

Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

54. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its

employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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